

Exhibit 2

FCC 06-49: LMS-M NPRM
Telesaurus Ex Parte Filing,
May 7, 2007

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

DOCUMENT 1 of 2

CERTIFICATE OF ORGANIZATION

OF

PROGENY LMS, LLC

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Organization of the above limited liability company have been presented to me at my office accompanied by the fees prescribed by law and that I have found such Articles conform to the provisions of the Indiana Business Flexibility Act, as amended.

NOW, THEREFORE, I hereby issue to such limited liability company this Certificate of Organization, and further certify that its existence will begin April 16, 1999.

Progeny LMS LLC, the LMS licensee, did not exist until well after the auction ended, and after its Form 601 was submitted.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Sixteenth day of April, 1999.

[*] This is a duplicate filing attempt. (1) SkyTel filed this on ULS before closing on 1.19.2012 using Firefox browser. ECFS would not provide a filing confirmation upon hitting the submission button, but sent the filer, the undersigned, back to the cover sheet page. This happened several times. It is not clear if the filing succeeded. (2) Thus, in case the 1.19 attempt did not succeed, SkyTel is filing this Petition exhibit again, this time using the Safari browser, in case browser incompatibility is the problem.


Deputy

WMRA
1999041189

ARTICLES OF ORGANIZATION
OF
PROGENY LMS, LLC

The undersigned individual, acting as organizer, hereby forms a limited liability company under the Indiana Business Flexibility Act, as amended from time to time, (the "Act") and adopt the following as the Articles of Organization of the limited liability company:

Article 1. Name. The name of the limited liability company shall be Progeny LMS, LLC (the "Company").

Article 2. Duration. The period of the Company's duration shall expire on December 31, 2025, unless sooner dissolved in accordance with the Act.

Article 3. Purpose. The Company shall have unlimited power to engage in and do any lawful act with respect to any or all lawful businesses for which limited liability companies may be organized under Indiana law, including all powers and purposes now and hereafter permitted by law to a limited liability company.

Article 4. Registered Office and Registered Agent.

4.1 Address. The address of the Registered Office of the Company in Indiana is 20 North Meridian Street, Suite 9000, Indianapolis, IN 46204.

4.2 Agent. The name of the Registered Agent of the Company at the above Registered Office is Michael B. McMains, who is an Indiana resident.

Article 5. Assignment and Additional and Substitute Members. Interests in the Company may only be assigned according to the Operating Agreement or according to the terms and conditions approved by a unanimous vote of all the Members. Furthermore, Additional and Substitute Members of the Company may only be admitted upon the affirmative vote of all the Members.

Article 6. Management. The Company shall be managed by its Members in accordance with the Operating Agreement.

Article 7. Indemnification of Members, Organizer, and Managers.

7.1 Persons Indemnified. To the greatest extent not inconsistent with the laws and public policies of Indiana, the Company shall indemnify any Member, Organizer, Officer, or Manager of the Company (any person who is a Member, Organizer, Officer, or Manager and any responsible officer, partner, shareholder, director, or manager of a Member, Organizer, Officer, or Manager that is an entity, hereinafter being referred to as

RECEIVED
CORPORATIONS DIV.
99 APR 16 AM 9:05
SUE ANNE CILROY

the indemnified "Person") made a party to any proceeding because the Person is or was a Member, Organizer, Officer, or Manager of the Company as a matter of right, against all liability incurred by the Person in connection with any proceeding; provided that it shall be determined in the specific case and according to Section 7.8 that indemnification of the Person is permissible in the circumstances because the Person has met the Standard of Conduct for indemnification set forth in Section 7.7.

7.2 Expenses. The Company shall pay for or reimburse the reasonable expenses incurred by a Person in connection with any such proceeding in advance of the final disposition thereof if:

(a) **Written Affirmation.** The Person furnishes to the Company a Written Affirmation of the Person's good faith belief that the Person has met the Standard of Conduct for indemnification described in Section 7.7;

(b) **Written Undertaking.** The Person furnishes to the Company a Written Undertaking (i.e., a general obligation, subject to reasonable limitations by the Company, that need not be secured and may be accepted without regard to the Person's financial ability to repay), executed either personally or on the Person's behalf, to repay the advance if it is ultimately determined that the Person did not meet the Standard of Conduct; and

(c) **Company Determination.** The Company makes a determination, according to Section 7.8 and based on the facts then known to those making the determination, that indemnification would not be precluded under this Article 7.

7.3 Prevailing Party. The Company shall indemnify a Person who is the prevailing party and is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without making a determination as set forth in Section 7.8.

7.4 Upon Demand. Upon demand by a Person, the Company shall expeditiously determine, in accordance with this Article 7, whether the Person is entitled to indemnification and/or an advance of expenses.

7.5 Applicability. The indemnification and advancement of expenses provided for under this Article 7 shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article 7.

7.6 Employee or Agent. The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a Person.

7.7 Standard of Conduct.

7.7.1 Meets the Standard. Indemnification of a Person is permissible under this Article 7 only if:

- (a) the Person acted in good faith,
- (b) the Person reasonably believed that the Person's conduct was in, or at least not opposed, to the Company's best interest, and
- (c) in the case of any criminal proceeding, the Person had no reasonable cause to believe the Person's conduct was unlawful.

7.7.2 Falls Below the Standard. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct, recklessness, or any improperly obtained financial or other benefit to which the individual was not legally entitled.

7.7.3 Evidence. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, by itself, determinative that the Person did not meet the Standard of Conduct described in this Section 7.7.

7.8 Company Determination Procedure. A determination of whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

7.8.1 Non-party Members' Vote. By a majority vote of the Members not at the time parties to the proceeding; or

7.8.2 Special Legal Counsel. By special legal counsel selected by a majority vote of the Members not at the time parties to the proceeding.

7.9 Court Determination of Indemnification. A Person who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding, or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice, that the court considers necessary or advisable, may order indemnification if it determines:

7.9.1 Prevailing Party. In a proceeding in which the Person is the prevailing party and is wholly successful, on the merits or otherwise, that Person is entitled to indemnification under Article 7, and the court therefore shall Order the Company to pay the Person's reasonable expenses incurred to obtain the court ordered indemnification; or

7.9.2 Equity. The Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Person met the Standard of Conduct set forth in Section 7.7.

7.10 Employee Benefit Plan. Indemnification shall also be provided for a Person's conduct with respect to an employee benefit plan if the Person reasonably believed the Person's conduct to be in the best interests of the participants in and beneficiaries of the plan.

7.11 Non-Exclusive Rights or Remedies. Nothing contained in this Article 7 shall be construed as an exclusive right or remedy or to limit or preclude any other right under the law, by contract or otherwise, regarding indemnification of or advancement of expenses to any Person or other individual who is serving at the Company's request as a Director, Officer, Partner, Manager, Trustee, Employee, or Agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not.

7.11.1 No Limitation. Nothing contained in this Article 7 shall limit the ability of the Company to indemnify and/or advance expenses to any individual other than as provided herein.

7.11.2 Intent. It is the intent of this Article 7 to provide indemnification to Persons to the fullest extent now or hereafter permitted by law and consistent with the terms and conditions of this Article 7.

7.11.3 Legal Theory. Indemnification shall be provided in accordance with this Article 7 irrespective of the nature of the legal or equitable theory upon which a claim is made, including, without limitation, negligence, breach of duty, mismanagement, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

7.12 Definitions. For purposes of this Article 7:

7.12.1 The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement, or appeal of a proceeding or in establishing or enforcing a right to indemnification under this Article, applicable law, or otherwise.

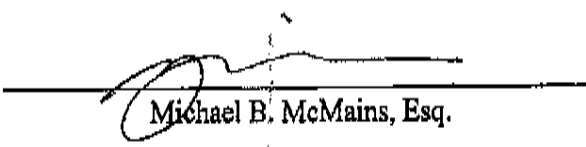
7.12.2 The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

7.12.3 The term "party" includes an individual who was, is, or is threatened to be made, a named defendant or respondent in a proceeding.

7.12.4 The term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, and whether formal or informal.

On this 18th day of February, 1999 and in accordance with I.C. 23-18-2-4(a), the undersigned organizer hereby executes these Articles of Organization of Progeny LMS, LLC:

ORGANIZER


Michael B. McMains, Esq.

This document was prepared by Michael B. McMains, Esq., McMains, Goodin & Orzeske, P.C., 20 N. Meridian Street, Suite 9000, Indianapolis, IN 46204, (317) 638-7100.